

**INTERGOVERNMENTAL AGREEMENT NO. 092612  
FOR ECONOMIC DEVELOPMENT GRANT  
BETWEEN  
GILA COUNTY  
AND  
CHRISTOPHER-KOHL'S FIRE DISTRICT**

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between *Gila County*, an Arizona Municipal Corporation, hereinafter referred to as "*County*" and the *Christopher-Kohl's Fire District*, hereinafter referred to as "*District*", for use in the provision of emergency medical equipment.

RECITALS

The Gila County Board of Supervisors desires to provide funding to the District's emergency medical equipment needs, in order to further the emergency medical needs of this remote part of Gila County and further the economic development within Gila County.

SCOPE

It is the intent of the County to provide up to \$13,000.00 in an Economic Development Grant to the District pursuant to A.R.S. §11-254, to cover the purchase of a new heart monitor/defibrillator to replace the malfunctioning, unreliable existing one to help save lives in the remote communities of Payson, Arizona.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$13,000.00 for the Economic Development Grant to purchase new emergency medical equipment.
2. The District agrees that the Economic Development Grant shall only be used to purchase emergency medical equipment to be used by the District in improving the quality of life in the District.
3. The District shall submit to the County receipts verifying the use of Economic Development Grant funds. Such costs will not include payment of wages or salaries of District employees or other unrelated costs.
4. The District agrees to use the grant funds by March 31, 2013. The District agrees to return to the County all grant funds not used by March 31, 2013.
5. The District agrees to provide the County with an expenditure accounting of the \$13,000.00 as of March 31, 2013.
6. The District agrees to indemnify, defend and hold harmless the County in any and all suits, actions, causes, or other claims against the County as the result of the District's use of the Economic Development Grant funds.

7. If at any time of the Agreement, or within twenty-four (24) months thereafter, the District should receive a claim of any nature in which a person or persons allege a violation of the law or alleged injuries or damages as a result of the emergency medical equipment, the District shall immediately notify the County Manager and the District's Administrator and provide all information requested concerning said claim.
8. The District and County agree that the County will acquire no title or other property interest in the District or any of its buildings or equipment and that the District will be solely responsible for the emergency medical equipment.
9. The District agrees to credit County's Economic Development Grant funding in any District literature referencing the new emergency medical equipment.
10. The District and County agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this Intergovernmental Agreement and that the Intergovernmental Agreement will expire after both parties have complied with their obligations under the agreement.
11. This agreement is subject to the cancellation provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GILA COUNTY**

\_\_\_\_\_  
 Tommie C. Martin, Chairman  
 Gila County Board of Supervisors

**CHRISTOPHER-KOHL'S FIRE DISTRICT**

*Daisy Flores*  
 District President or Chairman of the Board

ATTEST

*Linda M. Digman*

**APPROVED AS TO FORM**

\_\_\_\_\_  
 Bryan B. Chambers, Chief Deputy County Attorney  
 for Daisy Flores, County Attorney

